

Warren County Schools

Dish Machine

Contract Agreement

We have carefully examined and fully understand the General Bid conditions in furnishing the Warren County Schools prices for items requested.

In compliance with the bid awards and subject to all terms and conditions listed on the General Bid conditions, the undersigned offers and agrees to sell the Warren County School District a Dish Machine as quoted. It is understood that all prices quoted include any delivery charges, setting up equipment, and making it ready for use. Price also includes demonstration of dish machine. Prices quoted are not subject to finance charges.

Dish Machine	_____
(Includes delivery, set in place, demonstration, and made ready for use)	Bid Price

_____ COMPANY	_____ REPRESENTATIVE
_____ ADDRESS	_____ CITY, STATE, ZIP CODE
_____ TELEPHONE	_____ DATE
_____	_____

General Bid Conditions
Warren County Schools
School Nutrition Department

The Warren County School Board, through its School Nutrition Department requests a bid price for a dish machine to be used in Warren County Middle School cafeteria. The objective is to select suppliers providing for open and free competition, comparability, and documentation of the purchase.

Please note that this document represents the General Bid Conditions.

Bid Periods:

The Warren County School Nutrition Department will receive sealed bids in the office of Warren County Finance Department, 201 Locust Street, Suite 2, McMinnville, Tennessee 37110, Atten: Linda Hillis.

The bids will be opened at a time set by the Warren County Finance Department, this information can be obtained by calling Dr. Sandy Dawes, Director of School Nutrition, 931-668-4022 ex. 246. Bids will receive appropriate confidentiality before awarding. A copy of awarded bids will be available to vendors, upon request, within ten business days after the approval by School Board. A bid award or rejection notices will be given to each bidder.

Contract Award:

The Warren County Board of Education will be responsible for all contracts awarded by the system. The contract will be awarded to the most responsive and responsible vendor on **Price Only** consideration, whose bid meets the specifications and conditions set forth. Vendor must include dish machine spec sheet with bid.

A tie bid exists where vendors' lowest price is equal with all specifications, terms and conditions are equal. In the case of a tie, the decision to award final bids will be determined by choosing a number between 1 and 10 allowing the two vendors to pick a number. The vendor closest to the number will be awarded the bid.

The vendor will be determined as non-responsive if the bid alters the bid conditions in any way, and the vendor could be excluded from the bid process for the 2015-2016 school year. It is recommended that no additional written documents be included in bid packet.

The Warren County School Board reserves the right to accept or reject any and all bids.

Bid Form:

Return the price of the dish machine on the Contract Agreement, duly signed by a representative/bid authority of the company. By executing the Contract Agreement, the bidder acknowledges that he/she has read the documents, understands, and agrees to be bound by the

listed terms and conditions. Bids must be sealed in an envelope, and plainly marked on the outside with the words **“School Nutrition- Dish Machine Bid.”** **Bids must be submitted prior to the time and date by postal mail or hand delivered to: Warren County Finance Department, 201 Locust Street, Suite 2, McMinnville, Tennessee 37110, Attention: Linda Hillis.** **Postal marks are not an indication of meeting specified bid opening time and date. The actual bid documents must arrive prior to the bid opening.**

- A. All bids must be complete, showing the brand and model number and the price of the unit to be shipped. Any brand requested is not an indication of limiting brands. A brand bid must meet specifications. Specification sheets must accompany the bid.
- B. All bids must be sealed in an envelope, plainly marked on the outside with the word: **“School Nutrition- Dish Machine Bid.”** An authorized official of the vendor must sign the bid contractually. No fax copies will be accepted.
- C. It is the responsibility of the bidder to visit the job site and make sure space and power is available.
- D. Errors discovered after public opening cannot be corrected, and bidder will be bound to honor the bid if awarded.
- E. Any questions concerning the bid should be directed to Dr. Sandy Dawes, Warren County School Nutrition Director, 931-815-2831, or (cell) 931-607-6380 or sdawes@k12tn.net prior to submitting bid submission.
- F. Warren County Schools will award the bid to the vendor with the lowest price.

Orders:

A pre-numbered purchase order with the firm fixed price will be used after the formal bidding process.

Deliveries:

One dish machine will be delivered to Warren County Middle School, 200 Caldwell Street, McMinnville, Tennessee 37110. The delivery and installation day and time will be established by mutual agreement between the School Nutrition Director and the vendor representative. The vendor will deliver, install, and demonstrate dish machine to the School Nutrition Director, School Nutrition Maintenance, and school cafeteria staff. Delivered items must be in compliance with the specifications and will be subject to inspection and approval by the authorized personnel upon delivery. If the product does not comply with specifications, it will be refused and there will be no cost to the school system.

Selection of Vendor:

Warren County Schools will award the most responsive and responsible vendor based on the lowest price. Warren County Schools will provide Minority firms, small businesses, women's business enterprises, the disadvantaged businesses, and labor surplus area businesses the opportunity to do business with the School Nutrition Program. **After meeting all general**

specific bid conditions as a qualified vendor, price is the sole determination for the award of the bid.

Vendors with a poor performance history will be notified at the time of such performance and will be given opportunity to correct any problems. Documentation will be kept on file. Any vendor with continued poor performance during the contract period will be removed from the potential vendor list for one contract period.

Vendor Performance and Breach of Contract:

Any breach in contract may occur if either party acts outside of the signed contract or agreement. The breach of contract will take place prior to the termination for cause. Remedies for breach of contract are listed in section B. If the remedies fail, then Termination for Cause may occur.

The Warren County School Board reserves the right to terminate this contract in whole or in part after notification in writing. Examples may include;

- A.** If a product was not specified, the following termination procedures and the basis for any settlement for all procurement over \$10,000 will take place:
 - 1. All items will be inspected upon arrival at the school. If any articles are found to be defective or otherwise not in conformity with specifications, the School Nutrition Director or her designee shall have the right to reject items. It will be the responsibility of the vendor to defray any costs involved in the delivery and return of rejected items.
 - 2. Failure to deliver within the time specified, or within a reasonable time, or failure to make replacements of a rejected item immediately will constitute authority to purchase on the open market to replace the item rejected or not delivered. On all such purchases, the Contractor agrees to promptly reimburse schools for excess costs caused by such purchase.
 - 3. The School System retains the right to check compliancy on any item.
- B.** Any one or combination of penalties for failure to perform listed as follows may be used:
 - 1. Replacement of rejected items with product approved by School Nutrition Director and her designee. Any replacement must be **"EQUAL" per specs and pricing.**
 - 2. Cost adjustment
 - 3. Termination of contract in whole or part
 - 4. Suspension from future bidding (For one contract period)
 - 5. Legal action and civil penalties
 - 6. Criminal action
- C.** Termination: Warren County Schools reserves the right to terminate this contract after written notification to the vendor. The written notice will be at least thirty calendar days prior to termination date. In the event of termination, the Warren County Schools will not be liable for any costs other than the costs of items delivered and accepted prior to the termination date.

The vendor will be given an opportunity to respond to a product complaint.

1. A written complaint will be sent from Warren County School Nutrition Department
2. The vendor will issue a written reply.
3. If the Warren County Schools determines a product dispute is not resolved, a 30 day termination notice of that product will be issued.

D. Termination for convenience may occur with due notice from either parties involved. The notice must be in writing 30 calendar days prior to actual contract end.

Equipment Specification Sheets: must accompany bids.

Invoices and Statements:

Any invoice for the purchase of item must accompany the delivery and be signed by the School Nutrition Director or her designee. Unsigned invoices will not be paid. It is preferable for purchase order numbers to be on the invoice. If an item must be returned or rejected, the invoice must be signed by the School Nutrition Director or her designee and the person delivering the item. Invoices should be in duplicate. Invoices must have company name, date of delivery, item description, item unit price, expanded price if needed, invoice number, and total of the order. The statement is to be sent to the School Nutrition Director or School Nutrition Bookkeeper at The Warren County Board of Education, 2548 Morrison Street, McMinnville, Tennessee 37110. If there are any bills for the school nutrition department they must be sent as soon after the last day of the month as possible. Payment will be made to the vendor when the contract has been met and verified, and has met the system's procedures for payments.

Every effort will be made to pay all invoices within fifteen working days of receipt of statements.

The Warren County Board of Education is a governmental agency and is therefore tax exempt. If a Tax Exempt Certification is required, please so state on bid agreement form and the appropriate certificate will be furnished to the successful bidder.

Regulation Compliance:

1. **Executive Order 11246, "Equal Employment Opportunity"**. Applies to all contract in excess of \$10,000 by grantees and their contractors or sub grantees shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 (October 13, 1967) and Department of Labor Regulations (41 CFR Part 60). Additional information can be obtained from the U.S. Department of Labor or the State's Department of Labor.
2. **Clean Air and Clean Water Acts.** Applies to contracts and subcontracts in excess of \$100,000. Contractors must certify compliance with the applicable provisions of the Clean Air Act; the Federal Water Pollution Act; Executive Order 11738; and Environmental Protection Agency regulations.

3. **Energy Policy and Conservation Act.** Applies to all contracts. Contracts must contain the appropriate mandatory standards and policies relating to energy efficiency that are contained in the State's energy conservation plan issued in compliance with the Energy policy and Conservation Act (PL 94-163, 89 Statute 871) (PL 94-165).
4. **Encouraging Small and Minority Owned Businesses.** To encourage business activity and ensure maximum full and open competition, efforts must be taken to solicit participation by minority firms, women's business enterprises, labor surplus area businesses, and minority owned businesses in procurement.
5. **CFR Part 3018, Restrictions on Lobbying.** Applies to contracts and renewals in excess of \$100,000. Contractors must comply with the certification and reporting requirements of 7 CFR 3018.
6. **7 CFR Part 3017, Suspension and Debarment.** Applies to contracts expected to equal or exceed \$25,000 and contract renewals meeting the applicable dollar thresholds. Potential contractor must certify eligibility by signing the included form.
7. **7 CFR 3016.60(b), Drafting of Bid Specifications:** Requires that any person that develops or drafts specifications, requirements, statements of work, invitations to bid, requests proposals, contract terms and conditions or other documents for use by a State, a school or institution conducting a procurement under the school nutrition programs must be excluded from competing for such procurements.
8. **7CFR 3016.4(b),3016.36(c) (2), Local Geographical Preferences:** Local geographical preferences shall be prohibited as specified in 7CFR Part 3016, and prohibits the use of statutorily or administratively imposed in-state or local geographic preferences.
9. **Background Check:** A background check is not a requirement of the vendor representatives as long as school nutrition staff is present for visits and deliveries. The Public Chapter 1080, (D) was amended to: (C)Delivery or pick-up service providers where those services involve only scheduled visits under the supervision of school personnel.

RECORDS

All contractors are required to retain all books, records and other documents relative to this agreement for three (3) years after final payment and all other pending matters are closed. Contractors must agree that the School Food Authority, the State Agency, the United States Department of Agriculture, or Comptroller General may have full access to any books, documents, papers, and records of the Contractor which are directly pertinent to all negotiated contracts. If an investigation or audit is in progress, records shall be maintained until stated matter is closed.

CODE OF CONDUCT

The following conduct will be expected of all persons who are engaged in the awarding and administration of contracts supported by School Food and Nutrition Program Funds.

- 1) No employee, officer or agent of named School Food Authorities shall participate in the selection or in the award or administration of a contract supported by program funds if a conflict of interest, real or apparent, would be involved.

Conflicts of interest arise when one of the following has a financial or other interest in the firm selected for the award:

- a. The employee, officer or agent
- b. Any member of the immediate family
- c. His or her partner
- d. An organization which employs or is about to employ one of the above.

2) The School Nutrition Program employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.

3) Penalties for violation of the code of conduct of named School Nutrition Program(s) should be:

- a. Reprimand by Board of Education;
- b. Dismissal by Board of Education;
- c. Any legal action necessary.

Required Forms:

1. Certification regarding debarment
2. Actual bid quote documentation
3. Contract Agreement Form
4. Equipment specification sheets are documentation that is part of the bid package and must be available at the time of bid opening;

“The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or if all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department.” (Not all prohibited bases will apply to all programs and/or employment activities.)

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (in Spanish).

Any questions concerning the bid should be directed to Dr. Sandy Dawes, Director of School Nutrition, Warren County Schools, 2548 Morrison Street, McMinnville, Tennessee 37110, (931) 815-2832 or cell (931) 607-6380.

SPECS for Warren County Middle School Dish Machine and Installation

1. Jackson Crew 44 or comparable to conveyor type dishwasher
2. High temperature sanitizing with electric tank heat
3. Single tank design
4. Adjustable conveyor speed approx. (218) racks/hour capacity/hour (0.32 gallons per rack)
5. 19 ¾ clearance through machine
6. Stainless steel construction
7. Vent fan control vent cowl collar
8. 3 ¼ HP. Energy Star
9. Left to right operation
10. 208 V/60/3 59.7 amps Standard
11. For hot water operation
12. Single point connector with on board booster heater
13. 18 KW with 70 degree rinse
14. 15 KW tank heat
15. Water hammer arrestor
16. Scaltrol
17. Provide unit with stainless steel splash guard on both sides
18. Exhaust ducts modification made of stainless steel
19. Install strike plate table switches on existing table
20. Fasteners to be made of stainless steel
21. Provide with all additional connectors hardware as required per local codes
22. Provide with manufactures "best offered" extended parts and labor warranties

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Lower Tier Covered Transactions

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its Principals is presently debarred, suspended, proposed for debarment, declared ineligible, or Voluntarily excluded from participation in this transaction by any Federal department or agency.**
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this Certification, such prospective participant shall attach an explanation to this proposal.**

Organization Name

Bid Number

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date